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12 Attorneys for Plaintiffs MARCIE LE and KAREN DAO, individually and  
13 on behalf of all others similarly situated

14 **IN THE UNITED STATES DISTRICT COURT**  
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 MARCIE LE and KAREN DAO,  
17 individually and on behalf of all others  
18 similarly situated,

19 Plaintiffs,

20 v.

21 WALGREEN CO., an Illinois  
22 corporation; WALGREEN  
23 PHARMACY SERVICES MIDWEST,  
24 LLC, an Illinois limited liability  
25 company; and WALGREENS BOOTS  
26 ALLIANCE, a Delaware corporation,

27 Defendants.

Case No. 8:18-cv-01548 JLS(ADSx)

**STIPULATED PROTECTIVE  
ORDER**

Assigned to Hon. David O. Carter

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that  
8 the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action may involve confidential employee information, trade secrets, and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and from  
15 use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other things,  
17 confidential business or financial information, information regarding confidential  
18 business practices, or other confidential research, development, or commercial  
19 information (including information implicating privacy rights of third parties),  
20 information otherwise generally unavailable to the public, or which may be privileged  
21 or otherwise protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, to expedite the flow of information, to  
23 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
24 to adequately protect information the parties are entitled to keep confidential, to  
25 ensure that the parties are permitted reasonable necessary uses of such material in  
26 preparation for and in the conduct of trial, to address their handling at the end of the  
27 litigation, and serve the ends of justice, a protective order for such information is  
28 justified in this matter. It is the intent of the parties that information will not be

1 designated as confidential for tactical reasons and that nothing be so designated  
2 without a good faith belief that it has been maintained in a confidential, non-public  
3 manner, and there is good cause why it should not be part of the public record of this  
4 case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
6 SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that this  
8 Stipulated Protective Order does not entitle them to file confidential information  
9 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
10 the standards that will be applied when a party seeks permission from the court to file  
11 material under seal, except that as to Local Civil Rule 79-5.2.2(b) relating to  
12 documents designated by another as confidential pursuant to a Protective Order, the  
13 procedures for filing under seal are as follows:

14 (1) Such documents shall be provisionally filed under seal via a provisional  
15 Application for Leave to File Under Seal (“Application”) pursuant to subsection (a)  
16 of Local Civil Rule 79-5.2.2.

17 (2) At least three (3) business days before seeking to file under seal a document  
18 containing information previously designated as confidential by another pursuant to  
19 a protective order, the Filing Party must confer with the person that designated the  
20 material confidential (the “Designating Party”) in an attempt to eliminate or minimize  
21 the need for filing under seal by means of redaction.

22 (3) If the parties reach an agreement that eliminates the need for filing under  
23 seal, the Filing Party shall unredact the document filed provisionally under seal and  
24 file it on the public docket.

25 (4) If the parties do not reach an agreement that fully eliminates the need for  
26 filing under seal, within four (4) days of the filing of any Application, the Designating  
27 Party must file a declaration that describes in detail the efforts made to resolve the  
28 issues and establishes that all or part of the designated material is sealable, by showing

1 good cause or demonstrating compelling reasons why the strong presumption of  
2 public access in civil cases should be overcome, with citations to the applicable legal  
3 standard. If the Designating Party maintains that only part of the designated material  
4 is sealable, the Designating Party must file with its declaration a copy of the relevant  
5 material with proposed redactions highlighted. The declaration and, if applicable, the  
6 document highlighting proposed redactions will be closed to public inspection.  
7 Failure to file a declaration or other required document may be deemed sufficient  
8 grounds for denying the Application.

9 (5) If the Application is denied, the Filing Party may file the document in the  
10 public case file (i.e., unsealed) no earlier than 4 days, and no later than 10 days, after  
11 the Application is denied, unless the Court orders otherwise.

12 There is a strong presumption that the public has a right of access to judicial  
13 proceedings and records in civil cases. In connection with non-dispositive motions,  
14 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
15 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
16 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
17 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
18 cause showing), and a specific showing of good cause or compelling reasons with  
19 proper evidentiary support and legal justification, must be made with respect to  
20 Protected Material that a party seeks to file under seal. The parties' mere designation  
21 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
22 submission of competent evidence by declaration, establishing that the material  
23 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
24 protectable—constitute good cause.

25 Further, if a party requests sealing related to a dispositive motion or trial, then  
26 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
27 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
28 *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each

1 item or type of information, document, or thing sought to be filed or introduced under  
2 seal in connection with a dispositive motion or trial, the party seeking protection must  
3 articulate compelling reasons, supported by specific facts and legal justification, for  
4 the requested sealing order. Again, competent evidence supporting the application to  
5 file documents under seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise protectable in  
7 its entirety will not be filed under seal if the confidential portions can be redacted. If  
8 documents can be redacted, then a redacted version for public viewing, omitting only  
9 the confidential, privileged, or otherwise protectable portions of the document, shall  
10 be filed. Any application that seeks to file documents under seal in their entirety  
11 should include an explanation of why redaction is not feasible.

12 2. DEFINITIONS

13 2.1 Action: *Marcie Le et al. v. Walgreen Co. et al.*, United States District  
14 Court for the Central District of California, Case No. 8:18-cv-01548.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for protection  
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
20 Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association or  
9 other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
11 to this Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm that  
13 has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as "CONFIDENTIAL."

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only

1 Protected Material (as defined above), but also (1) any information copied or extracted  
2 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
3 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
4 or their Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the  
6 trial judge. This Order does not govern the use of Protected Material at trial.

7 4. DURATION

8 Once a case proceeds to trial, information that was designated as  
9 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
10 as an exhibit at trial becomes public and will be presumptively available to all  
11 members of the public, including the press, unless compelling reasons supported by  
12 specific factual findings to proceed otherwise are made to the trial judge in advance  
13 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
14 showing for sealing documents produced in discovery from “compelling reasons”  
15 standard when merits-related documents are part of court record). Accordingly, the  
16 terms of this protective order do not extend beyond the commencement of the trial.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under this  
20 Order must take care to limit any such designation to specific material that qualifies  
21 under the appropriate standards. The Designating Party must designate for protection  
22 only those parts of material, documents, items or oral or written communications that  
23 qualify so that other portions of the material, documents, items or communications  
24 for which protection is not warranted are not swept unjustifiably within the ambit of  
25 this Order.

26 Mass, indiscriminate or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the



1 protected portion(s) (e.g., by making appropriate markings in the margins).

2 (b) for testimony given in depositions that the Designating Party  
3 identifies the Disclosure or Discovery Material on the record, before the close of the  
4 deposition all protected testimony.

5 (c) for information produced in some form other than documentary  
6 and for any other tangible items, that the Producing Party affix in a prominent place  
7 on the exterior of the container or containers in which the information is stored the  
8 legend "CONFIDENTIAL." If only a portion or portions of the information warrants  
9 protection, the Producing Party, to the extent practicable, shall identify the protected  
10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
12 failure to designate qualified information or items does not, standing alone, waive the  
13 Designating Party's right to secure protection under this Order for such material.  
14 Upon timely correction of a designation, the Receiving Party must make reasonable  
15 efforts to assure that the material is treated in accordance with the provisions of this  
16 Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court's  
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37-1 et seq.

23 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
24 joint stipulation pursuant to Local Rule 37-2.

25 6.4 The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper purpose  
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a Receiving  
10 Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated  
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action,  
19 as well as employees of said Outside Counsel of Record to whom it is reasonably  
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel)  
22 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and

1 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
2 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (g) the author or recipient of a document containing the information  
4 or a custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses, and attorneys for witnesses, in  
6 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
7 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
8 will not be permitted to keep any confidential information unless they sign the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
10 agreed by the Designating Party or ordered by the court. Pages of transcribed  
11 deposition testimony or exhibits to depositions that reveal Protected Material may be  
12 separately bound by the court reporter and may not be disclosed to anyone except as  
13 permitted under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
17 OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation  
19 that compels disclosure of any information or items designated in this Action as  
20 “CONFIDENTIAL,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such  
22 notification shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or  
24 order to issue in the other litigation that some or all of the material covered by the  
25 subpoena or order is subject to this Protective Order. Such notification shall include  
26 a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be  
28 pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this action  
3 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
4 or order issued, unless the Party has obtained the Designating Party’s permission. The  
5 Designating Party shall bear the burden and expense of seeking protection in that court  
6 of its confidential material and nothing in these provisions should be construed as  
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
8 directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by  
12 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request,  
17 to produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the  
21 Non-Party that some or all of the information requested is subject to a confidentiality  
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the  
24 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
25 reasonably specific description of the information requested; and

26 (3) make the information requested available for inspection by  
27 the Non-Party, if requested.

28 (c) If the Non-Party fails to seek a protective order from this court

1 within 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
4 Party shall not produce any information in its possession or control that is subject to  
5 the confidentiality agreement with the Non-Party before a determination by the court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
7 of seeking protection in this court of its Protected Material.

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
10 Protected Material to any person or in any circumstance not authorized under this  
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
12 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
13 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
14 persons to whom unauthorized disclosures were made of all the terms of this Order,  
15 and (d) request such person or persons to execute the "Acknowledgment and  
16 Agreement to Be Bound" that is attached hereto as Exhibit A.

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material is subject to a claim of privilege or other protection,  
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
23 may be established in an e-discovery order that provides for production without prior  
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
25 parties reach an agreement on the effect of disclosure of a communication or  
26 information covered by the attorney-client privilege or work product protection, the  
27 parties may incorporate their agreement in the stipulated protective order submitted  
28 to the court.

1    12.    MISCELLANEOUS

2           12.1   Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4           12.2   Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order, no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9           12.3   Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
11 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
12 Protected Material at issue. If a Party's request to file Protected Material under seal  
13 is denied by the court, then the Receiving Party may file the information in the public  
14 record unless otherwise instructed by the court.

15   13.    FINAL DISPOSITION

16           After the final disposition of this Action, as defined in paragraph 4, within 60  
17 days of a written request by the Designating Party, each Receiving Party must return  
18 all Protected Material to the Producing Party or destroy such material. As used in this  
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
20 summaries, and any other format reproducing or capturing any of the Protected  
21 Material. Whether the Protected Material is returned or destroyed, the Receiving  
22 Party must submit a written certification to the Producing Party (and, if not the same  
23 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
24 (by category, where appropriate) all the Protected Material that was returned or  
25 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
26 abstracts, compilations, summaries or any other format reproducing or capturing any  
27 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
28 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
2 reports, attorney work product, and consultant and expert work product, even if such  
3 materials contain Protected Material. Any such archival copies that contain or  
4 constitute Protected Material remain subject to this Protective Order as set forth in  
5 Section 4 (DURATION).

6  
7  
8 PURSUANT TO STIPULATION, IT IS SO ORDERED.

9  
10 DATED: May 16, 2019

11  
12 /s/ Autumn D. Spaeth  
13 HONORABLE AUTUMN D. SPAETH  
14 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
5 I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 [date] in the case of ***Le et al. v. Walgreen Co. et al., Case No. 8:18-cv-01548***. I agree  
8 to comply with and to be bound by all the terms of this Stipulated Protective Order  
9 and I understand and acknowledge that failure to so comply could expose me to  
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
11 disclose in any manner any information or item that is subject to this Stipulated  
12 Protective Order to any person or entity except in strict compliance with the provisions  
13 of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 Date: \_\_\_\_\_

19  
20 City and State where sworn and signed: \_\_\_\_\_

21 Printed name: \_\_\_\_\_

22  
23 Signature: \_\_\_\_\_